

**General terms and conditions no. 1/2014 of KOŠICE HOTEL s.r.o.,
Moldavská cesta 51, 040 01 Košice, IČO: 46 590 455, registered in the business register of District
Court Košice I, Section: Sro, File no.: 29452/V, valid from 01.01.2014**

Article I.

INDUCTORY PROVISIONS AND DEFINITION OF TERMS

1. These General terms and conditions (hereinafter referred to as „GTC“) were accepted and confirmed by the company KOŠICE HOTEL s.r.o., Moldavská cesta 51, 040 01 Košice, IČO: 46 590 455, registered in the business register of District Court Košice I, Section: Sro, File no.: 29452/V (hereinafter referred to as „KOŠICE HOTEL s.r.o.“).

2. In these GTC, the terms defined below have the following meaning, unless the context in which they are used requires the application of a different meaning:

a) Hotel - facility with commercial designation KOŠICE HOTEL ****, the owner and operator of which is the company KOŠICE HOTEL s.r.o., registered office Moldavská cesta 51 in Košice. In accordance with the Decree of the Ministry of Economy of the Slovak Republic no. 277/2008 Coll., which establishes the classification characteristics of accommodation establishments in their categorization and classes, Hotel is included in the category: hotel, class: ****;

b) Hotel premises - all indoor areas of the Hotel, including common rooms, restaurant, accommodation, warehouses, offices, sanitary facilities, corridors, staircases as well as all outdoor areas of the hotel including adjacent hotel parking, grassland and access roads;

c) Client - any natural or legal person who signs a contract with the Hotel or provides the Hotel with a binding order;

d) Party - means the Hotel or a client;

e) Contracting Parties - mean the Hotel and the client;

f) Service - any service assigned or provided by the Hotel in accordance with its areas of business, in particular accommodation, catering and congress services, sale of goods, rental of premises and equipment, technical, personnel and organizational services etc.;

g) Event – any social, cultural, educational or other action attended by more persons, which is connected with the provision of several kinds of hotel services, but especially events, banquets, seminars, conferences, exhibitions, trainings, corporate parties, wedding receptions, balls, birthday parties, etc.;

h) Organizer of event - Any natural or legal person who organizationally, technically or otherwise arranges an event in the name or for the benefit of the client, and for that purpose enters into a contractual relationship with the Hotel; unless otherwise agreed, the ordering party (client) is the organizer of event;

i) Individual client - 1 to 9 persons who order hotel services together or book accommodation in the Hotel generally at the same time of arrival and departure;

j) Group - 10 or more persons who jointly order hotel services or book accommodation in the Hotel generally at the same time of arrival and departure;

k) Time of payment - the moment when the sum of money is credited to the bank account of the eligible party, or accepted in cash at the cash register, etc.;

l) Damage - actual damage and lost profits. Damage is replaced by money; but if the requested Contracting Party so requests and at the same time, it is possible and appropriate, it is possible to compensate damage by replacement of the previous status.

3. Unless the context implies otherwise, it is understood that the terms and terms used in these GTCs, which only indicate a single number, include the plural, and vice versa.

Article II.

APPLYING GENERAL BUSINESS CONDITIONS AND CONCLUDING CONTRACTS

1. These GTC apply to all contractual relationships entered into by the Hotel with the client as the other party for the provision or delivery of services, unless their application is expressly excluded in the contract.

2. "Agreement" means an agreement on the scope and content of the reciprocal rights and obligations of the Parties arising from:
- a) a written contract, containing the declarations of will of both Contracting Parties as well as the signatures of their authorized representatives are on the same list, or
 - b) based on the client's application or request confirmed by the Hotel.
3. The client may deliver an application or request referred to in point b) of the previous paragraph (hereinafter "Order") to the Hotel in person, in writing, by fax or by e-mail. The contractual relationship is established on the moment when the customer's order is confirmed by the Hotel. The confirmation may be made in writing, by fax or by fax e-mail. A binding reservation made in written form will be considered as an Order which has the effects listed in these GBC.
4. These GTC are integral part of any contract concluded between the Hotel and the client. The existence of the GTC does not limit the contractual freedom of the parties. Derogated arrangements in the contract shall prevail over the text of the GTC.
5. By signing the contract, the Hotel undertakes to provide the client with the service in the agreed extent and quality, while the client is obliged to pay the Hotel the price for the agreed and provided services.
6. The contract may also be concluded through an intermediary. In such case, the liable entity towards the Hotel shall be the intermediary, unless the Hotel gives written consent to change the liable entity.
7. The client is not entitled to transfer or postpone any or all of his claims or obligations resulting from the contract to a third person without a prior written consent of the hotel, and is not entitled to sublease any Hotel premises to a third party.

Article III.

ACCOMMODATION SERVICES

1. The Hotel prepares reserved rooms from 15:00 of the agreed day of arrival; the client is entitled to a room before the above-mentioned time only if the Hotel confirms this request in the booking confirmation.
2. The Hotel is entitled to provide reserved rooms not taken by the client until 22:00 of the day of his arrival to another client; this does not apply in case the client's later arrival has been expressly agreed upon.
3. If the client is interested in a guaranteed reservation, the Hotel is entitled to require the client to pay a deposit of 100% of the total price of the booked accommodation. Reservation is considered as guaranteed by the hotel on the time of payment of the of the required deposit.
4. Client who checks in the Hotel before 06:00 in the morning, is obliged to pay the price of the accommodation for the whole previous night. The Hotel is entitled to claim 50% of the accommodation fee for early check-in from a client requesting accommodation before 10:00 in the morning, if the room was not used on the previous day.
5. After lodging in the room, the client is obliged to report any deficiencies, discrepancies or complaints at the Hotel reception desk immediately after their discovering. The client is obliged to proceed in the same way in case of discovering any damage of the room or its furnishings and inventory. If the hotel discovers any damage to the room or its inventory after the client's stay, without the client reporting these facts at the Hotel reception, the client is obliged to compensate the hotel for such damage in full.
6. The client is obliged to release and leave the room on the agreed day of departure no later than at 10:00, unless otherwise agreed in advance. If the client releases and leaves the room after this deadline, but before 17:00, the Hotel is entitled to charge 50% of accommodation fee for late check-out fee, and after 17:00, to charge full price for the next night. The Hotel reserves a right to set the check-out time even before 10:00, but in such case it must inform the client immediately (by e-mail, by phone or in person). If the client decides to cancel the reservation because of this change, the Hotel will not claim a cancellation fee.
7. If the price for services provided to an individual client exceeds € 500, the client is obliged to pay the outstanding sum for the provided services immediately upon a request of the Hotel reception.

8. The Hotel is obliged to enable the clients to deposit their valuable objects or items of high financial, social or intellectual value in a safe place in the Hotel safe. If this possibility is not used by the client, the Hotel is liable only to a limited extent, determined by generally binding legal regulations, for any damage caused by loss, misuse, damage, misdirection or otherwise. The client's right to use the room safe is unaffected.

9. Unless excluded by the circumstances, the provisions of these GTC shall be applied to the accommodation of groups. The accommodated guest and the person who performed the group reservation are jointly and severally liable for their obligations towards the Hotel.

Article IV.

EVENTS

1. The scope of services provided by the Hotel in connection with organizing events is determined by the contract. If the services were agreed by the parties, but not exactly specified, the Hotel is entitled to provide to the client services and goods determined by the Hotel in terms of the agreed budget.

2. The Hotel undertakes to provide the agreed services properly, timely and in the required quality for the number of event participants agreed in the contract. The quality of the provided services depends on the cooperation of the organizer of event with the Hotel, consisting mainly in the observance of the agreed material and time schedule of the event. The Hotel reserves a right to refuse any request from the organizer of event which was not delivered to the Hotel within a reasonable advance. In case of requests for urgent changes in the event organization, caused by reasons on the side of the organizer of event, the Hotel may condition the making of such changes by payment of a handling fee in an amount set by the Hotel, or refuse such changes.

3. The organizer of event is required to pay a prepayment in the amount of 20% of the calculated price when making a binding reservation. Consequently, no later than 30 days before the event, the organizer of event is required to pay another advance payment in the amount of 30 % of the calculated price. The remaining 50% of the price is payable after the end of the event, but not later than 14 days after the invoice is issued, unless expressly agreed otherwise. The advance payment is irreversible and, in the event of cancellation of the event, serves as a cancellation fee.

4. During events, the organizer of event is not entitled to allow the consumption of meals and drinks, except for those provided by the Hotel, unless expressly agreed otherwise.

5. In case the organizer of event and/or its participants are allowed to bring and consume their own alcoholic beverages not provided by the Hotel, following a special contractual arrangement, the organizer of event is obliged to pay an additional service fee - a cork fee in the amount of 2€ for each open bottle of distillates and 1€ for each open bottle of wine. In such case, the organizer of event is fully responsible for the legal origin, health condition and settlement of tax and customs duties which concern the consumed alcoholic beverages.

6. In case the organizer of event and/or its participants are allowed to bring and consume their own food not provided by the Hotel, following a special contractual arrangement, the organizer of event is fully responsible for the health condition and hygienic suitability of these food products. In accordance with the generally binding legal regulations in the public health sector, the Hotel is entitled to collect control samples from such food products, and store it in the prescribed manner during a required period of time.

7. The organizer of event is fully liable for any damage caused to the Hotel property by the organizer of event, its participants or by third parties (e.g. persons providing music production, video recording, etc.) involved in the preparation or in the course of the event on the basis of a relationship with the organizer or participants of event. The organizer of event is obliged to compensate the damages to the Hotel no later than 10 days after the receipt of the statement of costs.

8. The organizer of event is required to comply with all generally binding legal regulations concerning his activities. In case an activity of the organizer of event, the event itself (music, performances of artistic groups or performers) or any services or goods provided in relation with the event require special consent, expression, opinion, contract, agreement concluded with public authorities or other third parties, or in case a third party is entitled to impose or claim a fine, fee, tax, royalties or other monetary or non-monetary reward or payment as a result of an event under applicable rules, including

intellectual property rights (authors, performers), the organizer of event is obliged to obtain such consent, expression, opinion in advance, to conclude the relevant agreement or contract, reimburse the monetary claims or provide other performance to a third party, or a public authority in full, unless otherwise agreed in writing by the parties.

9. If following a valid and enforceable decision of a body of public administration, the Hotel is required to pay or provide performance under the previous paragraph towards a third party, the organizer of event is obliged to compensate the Hotel on the first written request, within the reasonable time specified in this request.

10. The hotel may require the organizer of event to provide a security service if the Hotel considers it justified by the circumstances of the event. Any costs related to the security service are borne solely by the organizer of event. Failure to provide security service by the organizer of event entitles the Hotel to withdraw from the contract.

11. The organizer of event is fully responsible for the fire protection of the used premises. The organizer of event is required to comply with all local regulations in the area of fire prevention and other obligations arising from generally binding legal regulation. If the presence of a fire patrol (assistant) is required under the current regulations, the organizer of event is responsible for the establishment, organization and operation of such patrol. Any use of open fire and fireworks on hotel premises or smoking outside reserved areas is prohibited, and any exceptions to this prohibition must be approved in advance by the Hotel, which is authorized to prescribe additional conditions and restrictions.

12. The organizer of event is entitled to bring any objects, items or installations of decoration to the Hotel premises in connection with an event only with a prior consent of the Hotel. In order to prevent any possible damage, the organizer of event is obliged to consult their installation and placing with the Hotel staff in advance. However, these items must be removed immediately after the event and may not be temporarily or permanently stored in any Hotel's premises accessible to the public. In case the organizer of event violates the obligations set out in this paragraph, the Hotel is entitled to remove and store these items at the expense and risk of the organizer of event, while being entitled to charge a deposit or rent fee.

13. If an event is likely to violate public order, restrict or jeopardize the interests of the Hotel and its other clients, the organizer of event is obliged to inform the Hotel without undue delay. The Hotel is authorized to take adequate measures to prevent such a condition, and the organizer of event is obliged to provide him with the necessary co-operation.

14. Any advertisements in printed, electronic and other media, advertisements and announcements made to the public, in particular information about the conduct of political, religious and commercial events that indicate a relationship with the Hotel and are likely to damage the Hotel's reputation or are in any way connected with its reputation, require prior written consent of the Hotel.

Article V.

TECHNICAL EQUIPMENT

1. The Client is entitled to use the basic technical equipment of the Hotel premises under the terms and conditions and to the extent agreed by the parties, unless it was agreed that the price for their use is already included in the service price.

2. If so agreed by the parties in writing, the Hotel is obliged to provide special technical equipment from third parties, in which case the client is responsible for the professional handling and proper delivery of such equipment. The Client is obliged to compensate the Hotel for any damage caused in connection with the rights of third parties relating to the disposal and use of such equipment.

3. The Client is obliged to check and verify the equipment provided by the Hotel in reasonable time before the start of the event, and complain to the responsible technician of the Hotel immediately, otherwise the Hotel is not responsible for inadequate technical equipment or its defects.

4. The Client can only use other than Hotel-provided technical equipment, following the Hotel's prior written or oral consent and a prior approval by the Hotel's technical department. This provision also applies to the use of telephones, faxes or other communication systems that may be installed on the

Hotel's premises or connected to the Hotel systems. The Hotel's consent may be subject to the payment of a special fee or other payment (flat-rate electricity, connection fee, etc.).

Article VI.

SERVICE PRICE AND PAYMENT CONDITIONS

1. The client is obliged to pay the Hotel for the agreed and/or provided services the price specified in the contract or calculated in the manner specified by the contract. Unless otherwise agreed, the agreed price for hotel services is based on valid hotel rates. The Hotel publishes the relevant pricelist in the usual way, particularly on its website, at the reception desk or by sending a quotation.
2. The organizer of event is also obliged to reimburse the Hotel for all services and goods (including other related costs such as the price of meals and drinks, telephone bills) that were provided to the accommodated persons and/or participants of the event.
3. In case any services or goods are charged directly to the guest, the accommodated person or the participant of the event who was on the list of the accommodated persons or in the group reservation of the organizer of event, in accordance with the contract, the organizer of event and such person are jointly and severally liable to pay the costs and prices of the provided goods or services to the Hotel.
4. Prices for services agreed in the contract and listed in valid price lists include VAT, but the price of the accommodation does not include a local tax. If the VAT rate changes after a price calculation, the hotel is entitled to charge the applicable VAT rate under a special VAT law effective at the time of issuing the invoice.
5. If the time period between the conclusion of the contract and the first day of the event / service is longer than 4 months, and at the same time the prices stated in the Hotel's price list increased, the Hotel is entitled to unilaterally raise the agreed prices, but not more than by 10%, about which the Hotel is obliged to inform the client.
6. Unless the contract concluded between the Hotel and the organizer of event states otherwise, the organizer of event is obliged to pay a deposit of 80% of the agreed price of the event not later than 7 days before the start of the event.
7. Unless otherwise agreed in advance, the ground for payment for Hotel services is usually an invoice issued on the day of client's departure from the Hotel premises or the day when the client used all Hotel services ordered. The invoice must contain all the particulars required by the special legal regulation effective at the time of issuing the invoice.
8. The tax documents (hotel accounts, invoices) are payable in their entirety within 14 days of their issuance, unless the contract or these GTC provide another time period. In the event of late payment by the client, the Hotel is entitled to charge the client with delay interest in the amount of 0,05% of the amount due for each day of delay, including the day of payment.
9. A payment of more than 5,000€ may not be made in cash. If more payments result from the same legal relationship, the total value of the payment, which is divided into several separate payments, is considered as the sum of the values of these payments.
10. In case a client who received a credit or special payment conditions from the Hotel, is in delay with the payment of any monetary obligation towards the Hotel, the Hotel is entitled to unilaterally withdraw from this credit or special conditions, with all outstanding client's obligations towards the Hotel becoming the due date of the withdrawal.
11. Payment by credit card can be made before or after the Hotel services were provided, in case the client stated all the data needed to make the payment. The Hotel reserves the right to additionally settle from the client's credit card any discrepancies found after the client's departure (e.g. minibar consumption, caused damage, etc.) with which the client expresses his/her explicit consent when placing the order; in such case, the Hotel is obligated to inform the client in writing of any additional settlement of differences from the client's credit card and the reasons for such additional settlement.

Article VII.

CANCELLATION CONDITIONS

1. Cancellation is a declaration of the will of a client who, regardless of his reasons, cancels, revokes, rejects, does not accept or use the agreed services, or any part of them, in contradiction with the

contract. The legal consequences of a cancellation are the termination of the Hotel's obligation to provide the agreed services, and the obligation of the client to pay the Hotel cancellation fee. The cancellation fee has the nature of a contractual penalty, and is also used to compensate for damages incurred by the Hotel due to non-observance of the contract by the client.

2. The cancellation fee represents the percentage of the price for the agreed services. Unless otherwise agreed in the contract, the amount of cancellation fee is determined with reference to the length of the time period between the moment of cancellation and the scheduled start date of providing the Hotel services:

Duration from cancellation to the scheduled date of providing Hotel services	Cancellation fee rate (in %)
30 or more	0
29 – 15 including	20
14 – 8 including	30
7–2 including	50
1 and less	100

3. If only part of the scope of the agreed services is cancelled, the cancellation fee will be applied in accordance with this Article, only on the cost of those services not used as a result of cancellation.

4. In case a reservation deposit is accepted by the Hotel from the organizer of event, and the event is cancelled or the client fails to conclude the contract, the amount of the deposit shall be considered as the cancellation fee. The Hotel's claim for the payment of cancellation fee according to par. 2 of this article, in an amount exceeding the reservation deposit, shall not be affected.

5. The hotel is entitled to a unilateral settlement of its claim for payment of the cancellation fee against its obligation to return the reservation deposit to the client.

6. If the Hotel is entitled to a cancellation fee, the Hotel is obligated to send to the client, within 14 days from the cancellation, a notice containing the quantification of the amount of the cancellation fee and the date of its payment, or a notification about the unilateral settlement of claims.

7. In exceptional cases (illness, death, etc.), the Hotel may waive the cancellation fee, on the basis of demonstrable evidence proving serious grounds for cancellation.

Article VIII.

WITHDRAWAL FROM CONTRACT

1. Each Contracting Party may withdraw from the contract because of reasons expressly stated in the contract.

2. The Hotel may also withdraw from the contract because of these reasons, unless all or any of them are expressly excluded by the contract as reasons for its termination:

- (a) such right was agreed with the client in writing;
- (b) the client does not insist on performance of obligations by the Hotel;
- (c) more than 90 days remain until the scheduled start of the services;
- (d) circumstances beyond the Hotel's influence occurred which prevent the Hotel from performing its obligations under the contract;
- (e) the client has overdue obligations towards the Hotel;
- (f) advance payment was agreed in the reservation conditions and the client has not fulfilled an obligation to pay it;
- (g) services were ordered or reserved using misrepresenting, misleading, untrue or truth distorting client details or other essential facts;

h) the Hotel has reasonable grounds to believe that the use of hotel services could jeopardize the proper operation of the Hotel, its safety, its employees or clients, damage the Hotel's reputation or reputation in public, without any contribution from the Hotel's owner or management.

Article IX.

LIABILITY FOR DAMAGE CAUSED TO CHATTELS AND BELONGINGS OF THE CLIENT

1. The Hotel is liable for any damage caused to chattels and personal belongings brought by the client to the Hotel premises, unless the damage would have occurred anyway. This concerns chattels and belongings brought to those Hotel premises which were reserved for accommodation or for storage of objects, or which were handed over to the staff of the Hotel.
2. The Hotel is obliged to compensate for damage caused to jewellery, money and other valuables, only up to the sum of 331.94€. The right to claim damages lapses in case it was not claimed within a time period of 15 days from the day the client became aware of the damage.

Article X.

COMMUNICATION AND DELIVERY

1. Any notice or other formal communication between the Parties must be made in writing and delivered to the relevant Contracting Party in person or by post (by registered mail), express courier to the address, fax number or the e-mail address specified in the contract (may also be in the contract title) or another address, fax number or e-mail about which the Contracting Parties notify each other in accordance with this article.
2. Any communication or any other formal communication shall be deemed as delivered:
 - a) on the day the communication was delivered to the Contracting Party, in case of delivery in person, by courier services or by post (as a registered mail), and in case the addressee refuses to accept the delivery, on the day of the refusal of the delivery (this also applies when the delivery was returned to the sender as undelivered);
 - (b) in case of communication by fax or e-mail on the day when they were send, if this happened until 15:00 of any working day, in other cases on the next following working day.

Article XI.

COMMON AND FINAL PROVISIONS

1. These GTC, contract and relationships arising from the contract shall be governed by the valid legal regulations of Slovak Republic.
2. Clients confirm their acceptance of these GTC in their orders or reservations. The Hotel reserves the right to any one-sided change of these GTC. Any change in the GTC must be published at the Hotel's website. The amended GTC shall apply to the contractual relationship of the Parties from the date of their publishing. Changes in the GTC do not affect the claims that have arisen between the parties before the change is effective.
3. If any individual provision of these GTC is or becomes ineffective or invalid, this has no influence on the validity or effectiveness of the other provisions of these GTC.
4. Relationships not governed by these GTC or the contract shall be governed by those provisions of the generally binding legal regulations of the Slovak Republic, which are the closest by their nature.
5. All disputes arising from or in connection with the contract shall be settled by mutual agreement. In the absence of an agreement, the disputes will be finally settled by the competent general courts of the Slovak Republic.

Ing. Dominik Hakulin, PhD.